In the High Court of Uttaranchal, at

Nainital

Writ Petition No. 190/2006 S/B)

Dr. Om Prakash S/o Late Sriram Arya,
R/o 159/1, Block-I,
Karanpur, District Dehradun ... Petitioner

Versus

1- Principal Secretary, Department of Disaster Management, Government of Uttaranchal, Uttaranchal Secretariat, Campus, Rajpur Road, Dehradun
2- Executive Director, Disaster Mitigation & Management Centre (DMMC) Uttaranchal Secretariat Campus, Rajpur Road, Dehradun.
3- Disaster Management Division, Ministry of Home Affairs, Government of India through its Secretary .....

Respondents.

Sri S. Dhulia, Senior Advocate, assisted by Sri D.S. Patni, Learned counsel for the petitioner.
Sri K.P. Upadhyaya, learned S.C. for State of Uttaranchal.
Sri Arvind Vashist, learned Asstt. S.G. for respondent No. 3.

Hon'ble P.C. Verma, J.

Hon'ble B.C. Kandpal, J.

Dated: 21-06-2006.

By means of this writ petition, the petitioner has prayed for a direction to restrain the respondents from making any selection in pursuance of the advertisement dated 20/22-02-2006.

2- Perusal of the advertisement dated 20/22-02-2006 shows that the Disaster Mitigation and Management Centre, an autonomous body, registered under the

Society Registration Act, registered office of which is Uttaranchal Secretariat, Rajpur Road, Dehradun, has advertised to work on contract/deputation basis for the various posts in Disaster Mitigation and Management Centre. The posts advertised are as under:-

dze la[;k	in	fjfDr ;ksa dh lW[;k	mijh vk;q lhek	Cksrueku	'kSf{kd vgZrk	vuqHko
1	vf/k'kkLh funs'kd	01	50	16]400& 2200 ;k 14000& 18300	fof/k }kjk lhkfir ekU;rk izkIr fo'ofo|ky; ls izFke Js.kh esa HkwxoZ **foKku@HkwdEi** vfHk;kfU=d@Hk wxksy esa ijkLukrd ,oa fof/k }kjk lhfir ekU; izkIr fo'ofo|ky; esa MkDVj dh mikf/k	-MkDVj dh mikf/k izkIr djus ds mijkUr U;wure 05 o"kksZa dk vkink izcU/ku ds {ks= esa vuqHkoA -fupys csrueku esa U;wure ikap o"kksZa dk vuqHko - vkink izcU/ku@lalk/ku izcU/ku ls lacfU/kr ys[kksa] iqLrdksa vk[;kvksa dk ys[ku vuqHkoA - vkink izcU/ku ds {ks= esa ekU;rk izkIr laLFkku ls izek.k i=A - iz'kklfud vuqHkoA - ifj;kstuk izcU/kd@fdz;kUo;u dk vuqHkoA
2	cfj"B dk;Zdkjh ¼lekt'kkL= @v FkZ'kkL=	01	45	12000& 18000	fof/k }kjk lhkfir ekU;rk izkIr fo'ofo|ky; ls izFke Js.kh esa lekt'kkL=@vFkZ' kkL= esa ijkLukrd ,oa fof/k }kjk lhfir ekU;rk izkIr fo'ofo|ky; ls MkDVj dh mikf/kA	-mRjkpay ds vkink ifjn`'; ,oa vkink izcU/ku rk= dh le> o C;fDrxr vuqHkoA - ikap o"kksZ dk izk;ksfxdh vuqHkoA
3	dfu"B vf/kdkjh ¼izpkyu½	01	45¼;ks X; lsokfuc` r vH;fFkZ ;ksa dks NwV ekU;½	10000& 15200	fof/k }kjk lhkfir ekU;rk izkIr fo'ofo|ky; ls MkDVj dh mikf/kA	
4	dfu"B	01		10000& 15200	fof/k }kjk lhkfir ekU;rk izkIr fo'ofo|ky; ls LukrdA	-vYi vo/kh; lSU; lsok v/kZ& lSfud cyksa dh vf/kdkjh ftUgsa mRrjkapy dh HkkSxksfyd ifjfLFkfr;ksa ,oa

5	vf/kdkjh ¼HkwfoKku½ izcU/kd ¼iz'kklu½	01	45 45	8000& 13500	fof/k }kjk lhkfir ekU;rk izkIr fo'ofo|ky; ls izFke Js.kh esa HkwxHkZ foKku@ Hkwxksy esa ijkLukrd ,oa fof/k }kjk lhfir ekU;rk izkIr fo'ofo|ky; ls MkDVj dh mikf/k	ogka dk;Z djus dk vuqHko gksA - HkkSxksfyd lwpuk iz.kkyh ,oa lqnwj laosu iz.kkyh esa dk;Z djus dk ikWp o"kksZ dk izk;ksfxd vuqHko
6	izpk;Z ¼x`g eU=ky;]Hkkjr ljdkj }kjk foRr iksf'kr vkink izcU/ku izdks"B ds vUrxZr½	01	45	14300 &22400	pkVZM ,dkmUVsUv ;k fof/k }kjk lhkfir ekU;rk izkIr fo'ofo|ky; izFke Js.kh esa okf.kT; esa ls ijkLukrd	- pkVZM ,dkmUVsV ds fy, **ljdkjh@v/kZljdkjh @** Lok;r'kklh laLFkk esa dk;Z djus dk 02 o"kksZa dk vuqHko vkSj okf.kT; esa ijkLukrd ds fy, **ljdkjh@v/kZljdkjh @ Lok;r'kklh** laLFkk esa dk;Z djus dk 05 o"kksZ dk vuqHkoA
7	Lgk;d izkpk;Z ¼x`g eU=ky;] Hkkjr ljdkj }kjk foRr iksf'kr vkink izcU/ku izdks"B ds vUrxZr½	03	45	10000 & 15200	fof/k }kjk lhkfir ekU;rk izkIr fo'ofo|ky; ls izFke Js.kh esa HkwxHkZ **foKku@HkwfoKku** HkwdEi vfHk;kfU=d@Hkwxksy@lekt'kkL= esa ijkLukrd ,oa fof/k }kjk lhfir ekU;rk izkIr fo'ofo|ky; ls MkDVj dh mikf/kA fof/k }kjk lhkfir ekU;rk izkIr fo'ofo|ky; ls izFke Js.kh esa HkwxHkZ foKku @**HkwfoKku@ HkwdEi** vfHk;kfU=d@Hkwxksy esa	-U;wure 08 o"kksZ dk 'kks/k @v/;kiu dk vuqHko ftlesa U;wure 05 o"kZ fupys csrueku esa dk;Z fd;k gksA - vkink izcU/kd ds {ks= esa dk;Z dk vuqHkou vko';d gSA - U;wurd 04 o"kksZ dk 'kks/k@v/;kiu vuqHkoA -vkink izcU/kd ds fdlh {ks= esa dk;Z djus dk vuqHkou okUNuh; gSA

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bPNqd vH;FkhZ vius vkosnu i= 'kS{kf.kd ,oa vuqHko izek.k i=ksa dh lR;kfir izfr;ksa ,oa rhu lUnHkksZ ds lkFk eksgjcUn fyQkQksa esa fnukad 20 ekpZ 2006 rd vf/k'kklh funs'kd vkink U;wuhdj.k ,oa izcU/k dsUnz mRrjkapy lfpoky; ifjlj jktiqj jksM nsgjknwu &248001 mRrjkapy dks izsf"kr dj ldrs gSaA fyQkQs ds mij^^ ------ds in ds fy;s vkosnu^^ fy[kk tkuk pkfg;sA crZeku esa vU;= lsok dj jgs vH;fFkZ;ksa dk vkosnu muds fu;ksDrk ds ek/;e ls Hkstk tkuk vko';d gSA gkykafd vkosnu dh vfxze izfr Hksth tk ldrh gSA

i=kad% 3218@lw-,oW yks- lW- fo- fnukad % 22&2&2006 Mh&81710 vf/k'kklh funs'kd]vkink U;wuhdj.k ,oa iscU/ku dsUnz

3- The petitioner was engaged to work on contract initially on 14-12-2001 for one year and no more. He took over charge on 18-12-2001 to work as Research Officer in the Disaster Mitigation & Management Centre at the fixed emoluments of Rs. 8,000/- per month. After expiry on the aforesaid period the petitioner was again appointed on contract basis on 1.1.2003 for one year at the rate of fixed emoluments of Rs. 10,000/- per month. This engagement was also for one year and no more. Thus from the documents on record it reveals that there was a gap in the year 2002, so far as the engagement of the petitioner is concerned. Again the petitioner was appointed by Executive Director, Dr. M.C. Johsi from 1st of March 2006 to 28-2-2007 on the fixed emolument of Rs. 16,792/- per month vide order dated 16th April 2006. In this regard a contract was entered into between the parties. In the terms of the contract it is clearly specified that the engagement is purely contractual upto to the period of 28-2-2007.

4- The post on which the petitioner is working on contract basis has not been advertised in the advertisement dated 20/22-02-2006, but the posts of Assistant Professor have been advertised, including the

posts of Executive Director, Senior Executive, Junior Officer (Operation), Junior Executive (Geology), Manager (Administration) and Professor.

5- The learned counsel for the petitioner has relied on the letter dated 17-12-2005 which is written by the Principal Secretary to the Government of Uttaranchal to Joint Secretary Ministry of Home Affairs Disaster Management Division North Block, New Delhi informing that the Faculty is presently functioning with one Professor, one Research Officer/Assistant Professor and support staff. Process of filling up the remaining two positions of Associate/Assistant Professor is underway. This Faculty is at the strength of R.O. / Assistant Professor. Learned counsel for the petitioner submitted that though his contract was for the post of R.O. but he was working as Assistant Professor. The argument is misconceived. There is nothing on record to show that the petitioner has ever worked as Assistant Professor. In the same paragraph of the aforesaid letter the Secretary has written that process for filling up the post of the Associate/Assistant Professor is underway. Thus it is clear that the post of Research Officer is different than the post of Assistant Professor and the post of Associate Professor is also different post. Therefore, the three posts of Assistant Professor have rightly been advertised and no post of Research Officer held by the petitioner has been advertised to engage the suitable candidate on contract or on deputation.

6- The second point urged by the learned counsel for the petitioner is that no reservation has been provided in making such appointments. The argument is also misconceived. A perusal of the advertisement itself shows that it is an engagement of contract or deputation which suggest that engagement on contract is purely temporary in nature, till the continuance of the scheme

run by the Government of India, it is not an employment under State. Therefore the submission of the learned counsel for the petitioner is misconceived that the reservation policy is attracted in the instant case.

7- The petitioner's engagement is till 28-2-2007 and the impugned advertisement does not contain the post of R.O., therefore the petitioner is not an aggrieved person by the impugned advertisement. Thus the petition is devoid of merit and is dismissed in limine.

(B.C. Kandpal, J.) **(P.C. Verma, J.)**

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